

PATENT ASSIGNMENT COVER SHEET

Electronic Version v1.1
 Stylesheet Version v1.2

EPAS ID: PAT4802448

SUBMISSION TYPE:	RESUBMISSION
NATURE OF CONVEYANCE:	SECURITY AGREEMENT
RESUBMIT DOCUMENT ID:	504726860
CONVEYING PARTY DATA	
Name	Execution Date
KEWAZINGA CORP.	01/10/2018
K LICENSING LLC	01/10/2018
RECEIVING PARTY DATA	
Name:	WOOSTER FUNDING I, LLC
Street Address:	9 WEST 57TH STREET
City:	NEW YORK
State/Country:	NEW YORK
Postal Code:	10022
PROPERTY NUMBERS Total: 5	
Property Type	Number
Patent Number:	9055234
Patent Number:	6522325
Patent Number:	6535226
Application Number:	15220146
Patent Number:	7613999
CORRESPONDENCE DATA	
Fax Number:	(212)593-5955
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>	
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Correspondent Name:	S. KAREFF C/O SCHULTE ROTH & ZABEL LLP
Address Line 1:	919 THIRD AVENUE
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ATTORNEY DOCKET NUMBER:	053876-0250
NAME OF SUBMITTER:	SCOTT KAREFF (053876-0250)
SIGNATURE:	/kc for sk/
DATE SIGNED:	01/31/2018

PATENT

Total Attachments: 16

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SECURITY AGREEMENT

THIS SECURITY AGREEMENT (as amended, restated or supplemented, this "Agreement") is executed as of January 10, 2018 by KEWAZINGA CORP. (the "Debtor"), a Delaware corporation, for the benefit of Wooster Funding I, LLC, a Delaware limited liability company (the "Secured Party").

WITNESSETH:

WHEREAS, the Secured Party and the Debtor have entered into that certain Funding and Investment Agreement, of even date herewith (as may be amended, restated, supplemented or otherwise modified from time to time (the "Funding Agreement");

WHEREAS, the Debtor is the legal owner of certain Patents that are the subject of a Dispute that Funder has agreed to fund and pay certain amounts in connection with pursuing the Dispute and the Litigation in accordance with the terms of the Funding Agreement.

WHEREAS, the Debtor will derive substantial direct and indirect benefits from the transactions contemplated by the Funding Agreement;

WHEREAS, this Agreement is given by the Debtor in favor of the Secured Party to secure the payment and performance of all of the Debtor's obligations, including but not limited to, payment of the Investment Amount and the investor return to Secured Party in accordance with Article III of the Funding Agreement (the "Obligations"); and

WHEREAS, the execution and delivery of this Agreement is a condition precedent to the Secured Party's obligations to make financial accommodations to the Debtor under the Funding Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the parties hereto agree as follows:

SECTION 1. CERTAIN DEFINITIONS.

(a) Each capitalized term used but not defined in this Agreement has the meaning given that term in the Funding Agreement if not otherwise defined herein. If the definition given a term in Article 9 of the UCC conflicts with the definition given that term in any other chapter of the UCC, the Article 9 definition shall control. The following terms shall have the meanings assigned to them in the UCC: "Accounts"; "Bank"; "Documents" "Entitlement Order"; "General Intangibles"; "Goods"; "Money"; "Proceeds"; and "Supporting Obligations".

As used in this Agreement, the following terms have the meanings indicated:

"Agreement" means this Agreement together with all schedules and exhibits and all amendments.

"Cash" means funds denominated in currency of the United States as at the time shall be legal tender for payment of all public and private debts.

"Collateral" is defined in Section 2 of this Agreement.

"Debtor" is defined in the preamble to this Agreement.

"Debtor Default" shall mean a (i) breach by the Debtor of any material representation, warranty or covenant under the Funding Agreement or (ii) failure to pay any amount when it is due and payable under the Funding Agreement (including, without limitation, payment of the Investment Amount and the investor return to Secured Party in accordance with Article III of the Funding Agreement).

"Distributions" shall mean, collectively, with respect to the Debtor, all dividends, cash, options, warrants, rights, instruments, distributions, returns of capital or principal, income, interest, profits and other property, interests (debt or equity) or proceeds, including any Gross Proceeds, and including as a result of a split, revision, reclassification or other like change of the Collateral, from time to time received, receivable or otherwise distributed to the Debtor in respect of or in exchange for any or all of the Collateral.

"Instruments" shall mean, collectively, with respect to the Debtor, all "instruments," as such term is defined in Article 9, rather than Article 3, of the UCC, and shall include all promissory notes, drafts, bills of exchange or acceptances.

"Patents" means USP 9,055,234; USP 6,522,325, USP 6,535,226, USP Application No. 15/220,146 and USP 7,613,999, and shall also include (i) such other patents as the Parties may agree upon, and (ii) any and all continuations, divisionals, continuation-in-part, reissues, reexaminations, renewals, modifications, supplements and any foreign counterparts and patent applications based upon all or any portion of the foregoing listed patents.

"Secured Party" is defined in the preamble to this Agreement.

"UCC" means the Uniform Commercial Code of the State of New York, as amended from time to time.

SECTION 2. LIEN. To secure the prompt, unconditional and complete payment and performance of the Obligations when due, the Debtor hereby pledges and assigns to the Secured Party, and grants to the Secured Party a lien on and continuing security interest in, all of the following property and interests in property, wherever located and whether now or hereafter existing, whether now owned or hereafter acquired, whether tangible or intangible, of every kind and description (the "Collateral"), in the following:

(a) the (i) Patents, (ii) Gross Proceeds, and (iii) to the extent not covered by clauses (i) and (ii), all documents and files of Debtor produced in discovery in the course of the Litigation and all Proceeds thereof, including payments for past and future infringements, royalties, settlement amounts, sale proceeds and similar amounts, and in and to any claims asserted from time to time by or on behalf of Debtor (or its successors or licensees) against any third parties with respect to the Patents (whether such right to payment is on a contingent, fixed

fee or other basis, whether in cash or in-kind and whether such amounts are payable directly or indirectly); and

(b) the Lockbox Account or any other Account into which Gross Proceeds or any other amount contemplated by the Funding Agreement are placed, and all Proceeds and products thereof.

SECTION 3. COLLATERAL SECURITY; NO ASSUMPTION OR MODIFICATION. The Secured Party does not assume, and shall not be liable for, any of the Debtor's liabilities, duties or obligations under, or in connection with, the Collateral. The Secured Party's acceptance of this Agreement, or its taking any action in connection with this Agreement, does not constitute the Secured Party's approval of the Collateral or the Secured Party's assumption of any liability, duty or obligation under, or in connection with, the Collateral. This Agreement does not affect or modify the Debtor's obligations with respect to the Collateral.

SECTION 4. SUPPLEMENTS; FURTHER ASSURANCES.

(a) The Debtor shall at its sole expense take such further actions, and execute and/or deliver to the Secured Party such financing statements, amendments, assignments, agreements, notices, supplements, powers and instruments, lists, schedules, descriptions and designations of Collateral, invoices, confirmatory assignments, additional security agreements, conveyances, transfer endorsements, certificates, reports and other assurances, documents or instruments as the Secured Party may in its commercially reasonable judgment deem necessary or desirable in order to create, perfect, preserve or otherwise protect the security interest in the Collateral or any part thereof as provided herein and the rights and interests granted to the Secured Party hereunder and under the Funding Agreement, to carry into effect the purposes hereof or better to assure and confirm the validity, enforceability and priority of the Secured Party's security interest in the Collateral or permit the Secured Party to exercise and enforce its rights, powers and remedies hereunder and under the Funding Agreement, including the filing of financing statements, continuation statements, amendments thereto and assignments thereof and other documents (including this Agreement) under the UCC (or other similar laws) in any applicable jurisdiction with respect to the security interest created hereby, all in form reasonably satisfactory to the Secured Party and in such offices wherever required by law to perfect, continue and maintain the validity, enforceability and priority of the security interest in the Collateral as provided herein and to preserve the other rights and interests granted to the Secured Party hereunder, as against third parties, with respect to the Collateral. The Debtor shall file and shall promptly pay the reasonable costs of, or incidental to, any recording or filing of any such financing or continuation statements concerning the Collateral.

(b) Without limiting the generality of the foregoing clause (a), the Debtor shall make, execute, endorse, acknowledge, file or refile and/or deliver to the Secured Party from time to time upon reasonable request by the Secured Party such lists, schedules, descriptions and designations of the Collateral, invoices, schedules, confirmatory assignments, supplements, additional security agreements, conveyances, financing statements, transfer endorsements, certificates, reports and other assurances or instruments as the Secured Party shall reasonably request. If a Debtor Default shall have occurred and is continuing, the Secured Party may

institute and maintain, in its own name or in the name of the Debtor, such suits and proceedings as the Secured Party may be advised by counsel shall be necessary or expedient to prevent any impairment of the security interest in or the perfection thereof in the Collateral. All of the foregoing shall be at the sole cost and expense of the Debtor.

SECTION 5. REPRESENTATIONS AND WARRANTIES. The Debtor represents and warrants to the Secured Party that:

(a) Each of the representations and warranties made by the Debtor in the Funding Agreement are true and correct as of the date made or deemed made.

(b) The delivery at any time by the Debtor to the Secured Party of Collateral or of additional specific descriptions of certain Collateral will constitute a representation and warranty by the Debtor to the Secured Party under this Agreement that the representations and warranties of this Section 5 are true and correct with respect to each item of such Collateral.

(c) All financing statements, agreements, instruments and other documents necessary to perfect the security interest granted by it to the Secured Party in respect of the Collateral have been delivered to the Secured Party in completed and, to the extent necessary or appropriate, duly executed form for filing in each relevant governmental, municipal or other office.

(d) The Debtor has the lawful power and authority to execute this Agreement and to grant the pledge, security interest and lien in its rights in the Collateral to the Secured Party and consummate the transactions contemplated hereby.

SECTION 6. COVENANTS. The Debtor covenants and agrees with the Secured Party that so long as the Funding Agreement is in effect and thereafter until all Obligations are indefeasibly paid in full in cash, the Debtor shall:

(a) Record of Collateral. Kewazinga shall cause to be maintained at Stroock a current record of the location of all Collateral and cause Stroock (upon written direction from Kewazinga) to permit the Secured Party or its representatives (as reasonably practical to do so) to inspect and make copies from such records.

(b) Maintain Collateral. (i) At Funder's cost and expense (that shall be added to Investment Amount), maintain the security interest created by this Agreement in the Collateral as a perfected first priority security interest (ii) perform all of its obligations under or in connection with the Collateral in accordance with customary business practices, (iii) not amend, alter or modify, or permit the amendment, alteration or modification of, any material portion (individually or collectively) of the Collateral, (iv) not do or permit any act which would impair any material portion of the Collateral, (v) except as expressly permitted by the Funding Agreement, not sell, convey, assign or otherwise dispose of, or grant any option to, any of the Collateral, and (vi) reasonably maintain in good condition all of the Records with respect to the Collateral.

(c) Defense of Claims. At Funder's cost and expense (that shall be added to Investment Amount), the Debtor shall defend title to the Collateral pledged by it hereunder and

the security interest therein, and Liens thereon granted to the Secured Party and the priority thereof against all claims and demands of all Persons at any time claiming any interest therein adverse to the Secured Party. The Debtor shall not enter into any agreement or take any other action, that would restrict the transferability of any of the Collateral or otherwise impair or conflict with the Debtor's obligations or the rights of the Secured Party hereunder.

SECTION 7. AUTHORIZATION TO FILE FINANCING STATEMENTS. The Debtor hereby irrevocably authorizes the Secured Party at any time and from time to time to file in any relevant jurisdiction any financing statements and amendments thereto that contain the information required by Article 9 of the Uniform Commercial Code of each applicable jurisdiction for the filing of any financing statement or amendment relating to the Collateral, including the name of the Debtor (and any trustee, trust or other legal entity or subdivision referenced therein), the location of the Debtor, whether the Debtor is an organization, the type of organization of the Debtor and any organizational identification number issued to the Debtor. The Debtor agrees to provide all information described in the immediately preceding sentence to the Secured Party promptly upon request. Any financing statement filed by the Secured Party may describe the Collateral in the same manner as described herein or may contain an indication or description of collateral that describes such property in any other manner such as "all assets" or "all personal property, whether now owned or hereafter acquired" of the Debtor or words of similar effect as being of an equal or lesser scope or with greater detail.

SECTION 8. DEFAULT; REMEDIES.

(a) General Remedies. (A) Upon 10 days of the occurrence and during the continuance of a Debtor Default (set forth in clause (i) of the definition thereof) and (B) immediately upon the occurrence and during the continuance of a Debtor Default (set forth in clause (ii) of the definition thereof), subject to Section 10(i), the Secured Party may from time to time exercise in respect of the Collateral, in addition to the other rights and remedies provided for herein or otherwise available to it, the following remedies:

(i) Personally, or by agents, nominees or attorneys, immediately take possession of the Collateral or any part thereof, from the Debtor or any other Person who then has possession of any part thereof with or without notice or process of law, and for that purpose, Debtor shall use its best efforts to provide any other documents related to the Collateral, including, without limitation, Records, files, tapes, disks, cards, software, data and computer programs that are in its possession or under its control or in the possession or under the control of any other Person from time to time acting on its behalf that at any time evidence or contain information relating to any property in connection with the Collateral or are otherwise necessary or helpful in the collection or realization thereof, and use in connection with such removal and possession any and all services, supplies, aids and other facilities of the Debtor.

(ii) Demand, sue for, collect or receive any money or property at any time payable or receivable in respect of the Collateral including instructing the obligor or obligors on any agreement, instrument or other obligation constituting part of the Collateral to make any payment required by the terms of such agreement, instrument or other obligation directly to the Secured Party, and in connection with any of the foregoing, compromise, settle, extend the time for payment and make other modifications with respect thereto; provided,

however, that in the event that any such payments are made directly to the Debtor, the Debtor shall hold all amounts received pursuant thereto in trust for the benefit of the Secured Party and shall promptly (but in no event later than one (1) Business Day after receipt thereof) pay such amounts to the Secured Party.

(iii) Withdraw all unencumbered moneys, instruments, securities and other property in any bank, financial securities, deposit or other account of the Debtor constituting Collateral for application to the Obligations as provided in Section 8(d).

(iv) Retain and apply the Distributions to the Obligations as provided in Section 8(d).

(v) Exercise any and all rights as beneficial and legal owner of the Collateral, including perfecting assignment of and exercising any and all voting, consensual and other rights and powers with respect to any Collateral.

(vi) Sell, assign, give option or options to purchase or otherwise dispose of Collateral as provided in Section 8(b).

(vii) Exercise all the rights and remedies of a secured party on default under the UCC (whether or not the UCC applies to the affected Collateral) or any other applicable law (including, without limitation, any law governing the exercise of a bank's right of setoff or bankers' lien) when a debtor is in default under a security agreement.

(viii) Deliver any instruction or Entitlement Order with respect to any Controlled Account and take any other action provided under the Funding Agreement with respect to the Collateral.

(ix) Prior to the disposition of the Collateral as provided in Section 8(b), hold, use, collect, receive, assemble, store, process, repair or recondition the Collateral, or any part thereof, or prepare the Collateral for such disposition, in each case in any manner to the extent the Secured Party deems appropriate for the purpose of preserving the Collateral or the value of the Collateral, or for any other purpose deemed appropriate by the Secured Party.

(x) Bring suit or other proceedings before any Governmental Authority either for specific performance of any covenant or condition contained in the Funding Agreement or in aid of the exercise of any right granted to Secured Party hereunder.

(b) Sales of Collateral.

(i) (A) Upon 10 days of the occurrence and during the continuance of a Debtor Default (set forth in clause (i) of the definition thereof) and (B) immediately upon the occurrence and during the continuance of a Debtor Default (set forth in clause (ii) of the definition thereof), the Secured Party may in its sole discretion, without demand of performance or other demand, presentment, protest, advertisement or notice (except as specified in Section 8(c)), in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, assign, give option or options to purchase or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do

any of the foregoing). To the fullest extent permitted by applicable law, the Secured Party or any of its Affiliates may be the purchaser, licensee, assignee or recipient of the Collateral or any part thereof at any such sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold, assigned or licensed at such sale, to use and apply any of the Obligations owed to such Person as a credit on account of the purchase price of the Collateral or any part thereof payable by such Person at such sale. Each purchaser, assignee, licensee or recipient at any such sale shall acquire the property sold, assigned or licensed absolutely free from any claim or right on the part of the Debtor, and the Debtor hereby waives, to the fullest extent permitted by law, all rights of redemption, stay and/or appraisal which it now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted. The Secured Party shall not be obligated to make any sale of the Collateral or any part thereof regardless of notice of sale having been given. The Secured Party may adjourn any such sale, whether public or private, or cause the same to be adjourned from time to time by announcement prior to or at the time and place fixed therefor, and such sale may, without further notice or publication, be made at the time and place to which it was so adjourned. The Secured Party shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption of the Debtor, which right or equity of redemption is hereby waived or released.

(ii) The Secured Party may sell the Collateral without giving any warranties as to the Collateral and may specifically disclaim or modify any warranties of title or the like.

(iii) The Debtor recognizes that, by reason of certain prohibitions contained in law, rules, regulations or orders of any Governmental Authority, the Secured Party may be compelled, with respect to any sale of all or any part of the Collateral under this Section 8(b), to limit purchasers to those who meet the requirements of such Governmental Authority. The Debtor acknowledges that any such sales may be at prices and on terms less favorable to the Secured Party than those obtainable through a public sale without such restrictions, and, notwithstanding such circumstances, agrees that any such restricted sale shall be deemed to have been made in a commercially reasonable manner and that, except as may be required by applicable law, the Secured Party shall have no obligation to engage in public sales.

(iv) The Debtor shall use its commercially reasonable efforts to do or cause to be done all such other acts as may be reasonably necessary to make any sale or sales of all or any portion of the Collateral pursuant to this Section 8(b) valid and binding and in compliance with any and all other requirements of applicable law.

(v) The Debtor agrees that the Secured Party shall not have any general duty or obligation to make any effort to obtain or pay any particular price for any Collateral sold by the Secured Party pursuant to this Agreement. The Secured Party may, in its sole discretion, among other things, accept the first bid received, or decide to approach or not to approach any potential purchasers. The Debtor hereby agrees that the Secured Party shall have the right to conduct, and shall not incur any liability as a result of, the sale of any Collateral, or any part thereof, at any sale conducted in a commercially reasonable manner, it being agreed by the parties hereto that some or all of the Collateral is or may be of one or more types that threaten

to decline speedily in value, is customarily sold on a recognized market or is the subject of widely distributed standard price quotations. Without in any way limiting the Secured Party's right to conduct a foreclosure sale in any manner which is considered commercially reasonable, the Debtor hereby agrees that any foreclosure sale conducted in accordance with the following provisions shall be considered a commercially reasonable sale, and the Debtor hereby irrevocably waives any right to contest any such sale conducted in accordance with the following provisions:

(A) the Secured Party conducts such foreclosure sale in the State of New York;

(B) such foreclosure sale is conducted in accordance with the laws of the State of New York; and

(C) not more than thirty (30) days before, and not less than ten (10) Business Days in advance of such foreclosure sale, the Secured Party notifies the Debtor at the address set forth in the Funding Agreement of the place of such foreclosure sale and time on or after which such foreclosure sale will occur, except for any Collateral that threatens to decline speedily in value, is of a type customarily sold on a recognized market or is the subject of widely distributed standard price quotations.

(vi) For purposes hereof a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof, the Secured Party shall be free to carry out such sale pursuant to such agreement and the Debtor shall not be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Secured Party shall have entered into such an agreement all Debtor Defaults shall have been remedied and the Obligations indefeasibly been indefeasibly paid in full in cash.

(vii) The Secured Party's sale of less than all the Collateral shall not exhaust the Secured Party's rights under this Agreement, and Secured Party is specifically empowered to make successive sales until all the Collateral is sold. If the proceeds of a sale of less than all the Collateral shall be less than the amount of the Obligations, this Agreement and the Lien shall remain in full force and effect as to the unsold portion of the Collateral just as though no sale had been made.

(c) Notice of Sale. The Debtor acknowledges and agrees (without limiting Section 8(b)(v)) that, to the extent notice of sale or other disposition of the Collateral or any part thereof shall be required by law, ten (10) Business Days' prior notice to the Debtor of (i) the place of any public sale or private sale or other intended disposition is to take place and (ii) the time on or after which such public sale, private sale or other intended disposition is intended to occur shall be commercially reasonable notification of such matters and the Debtor agrees that such notice constitutes a "reasonable authenticated notification of disposition" within the meaning of Section 9-611 of the UCC. No notice need be given to the Debtor if it has signed, after the occurrence of a Debtor Default, a statement renouncing or modifying any right to notice of sale or other intended disposition or for the sale of any Collateral that threatens to decline speedily in value or is of a type customarily sold on a recognized market. Notwithstanding

anything to the contrary herein, the Debtor agrees that except as provided in Section 8(b) or this Section 8(c) no other notice of sale or other disposition need be given to the Debtor.

(d) Application of Proceeds. The Secured Party shall apply the proceeds of any sale or other disposition of the Collateral under this Section 8 in accordance with the Funding Agreement.

(e) Filing. In addition to any and all other rights and remedies under this Agreement and the Funding Agreement (or at law or in equity), the Secured Party may, without notice to the Debtor, (i) file a copy of this Agreement with a clerk of any court in which the Litigation is pending, and (ii) send a copy of this Agreement to any party handling the Dispute, provided that the documentation filed with this Agreement identifies the Litigation on file in such court or under the control of such party handling the Dispute. Upon receipt of any funds which are part of the Collateral under this Agreement, the Secured Party may, without notice to the Debtor, apply such funds directly to the Obligations pursuant to the Funding Agreement and amounts owed to the Secured Party, including Article III thereof.

(f) Turnover. The Secured Party may deliver to any party which receives, or which the Secured Party reasonably believes may receive, any payment of any Proceeds, letters signed by the Debtor and instructing the recipient to turn over such amounts to the Secured Party.

(g) Consents, etc.. If the Secured Party desires to exercise any remedies, voting or consensual rights or attorney-in-fact powers set forth herein and in the Funding Agreement and determines it necessary to obtain any approvals or consents of any Governmental Authority or any other Person therefor, then, upon the reasonable request of the Secured Party, the Debtor agrees to use its commercially reasonable efforts to assist and aid the Secured Party to obtain as soon as practicable any necessary approvals or consents for the exercise of any such remedies, rights and powers.

Provided that any exercise of remedies contained in this Section 8 shall be carried out and exercised in a commercially reasonable manner.

SECTION 9. POWER OF ATTORNEY.

(a) Upon the occurrence and during the continuance of a Debtor Default, the Debtor irrevocably and unconditionally appoints the Secured Party as the attorney-in-fact of the Debtor, with full power of substitution and revocation, to take, in the name and on behalf of the Debtor (but in any event subject to the limitations contained in Section 10(i)) or otherwise, any of the following actions: (i) to execute on behalf of the Debtor as debtor and to file financing statements necessary or desirable in the Secured Party's sole discretion to perfect and to maintain the perfection and priority of the Secured Party's security interest in the Collateral, (ii) to endorse and collect any cash proceeds of the Collateral, (iii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Collateral as a financing statement or other recordal and to file any other financing statement or amendment of a financing statement (which does not add new collateral or add a debtor) as the Secured Party in its sole discretion reasonably deems necessary or desirable to perfect and to maintain the

perfection and priority of the Secured Party's security interest in the Collateral, (iv) to apply the proceeds of any Collateral received by the Secured Party to the Obligations in accordance with the Funding Agreement, including Article III thereof, (v) to discharge past due taxes, assessments, charges, fees or Liens on the Collateral (except to the extent nonpayment of such taxes, assessments, charges or fees or such Liens is specifically permitted under the Funding Agreement), (vi) (a) demand, settle, compromise and adjust, and give discharges and releases concerning the Collateral, all as the Secured Party may reasonably deem appropriate, (b) to commence and prosecute any actions at any court for the purposes of collecting any of the Collateral and enforcing any other rights in respect thereof, (c) to defend, settle or compromise any action brought and, in connection therewith, give such discharge or release as the Secured Party may reasonably deem appropriate, (d) to direct any parties liable for any payment in connection with any of the Collateral, to make payment of any and all monies due and to become due thereunder directly to the Secured Party for application in accordance with the Funding Agreement, including Article III thereof, (e) to receive payment of and receipt for any and all monies, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral for application in accordance with the Funding Agreement, including Article III thereof, (f) to sell, assign, transfer, make any agreement in respect of, or otherwise deal with or exercise rights in respect of, any Collateral, as fully and completely as though the Secured Party were the absolute owner thereof for all purposes, (g) to adjust and settle claims under any insurance policy relating thereto, and (h) to institute any foreclosure proceedings that the Secured Party may reasonably deem appropriate; (vii) to do all other acts and things necessary (a) to carry out this Agreement and (b) to exercise the rights and benefits of the Debtor in respect of the Collateral (to the extent permitted by applicable law) and (viii) to take any other action relating to any of the Collateral that the Debtor could take; and any payment made or any expense reasonably incurred by the Secured Party in connection with any of the foregoing shall be included in the Investment Amount; provided that, this authorization shall not relieve the Debtor of any of its obligations under this Agreement, any Obligations under the Funding Agreement or any other related document. The power of attorney granted pursuant to this Section 9 is coupled with an interest and may not be revoked or canceled without the Secured Party's written consent. NONE OF THE SECURED PARTY NOR ANY OF ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVES SHALL BE RESPONSIBLE TO THE DEBTOR FOR ANY ACT OR FAILURE TO ACT UNDER ANY POWER OF ATTORNEY OR OTHERWISE, EXCEPT IN RESPECT OF DAMAGES ATTRIBUTABLE SOLELY TO THEIR OWN GROSS NEGLIGENCE OR WILLFUL MISCONDUCT AS FINALLY DETERMINED BY A COURT OF COMPETENT JURISDICTION, NOR FOR ANY PUNITIVE, EXEMPLARY, INDIRECT OR CONSEQUENTIAL DAMAGES.

(b) All acts of said attorney or designee are hereby ratified and approved. The powers conferred on the Secured Party under this Section 9 are solely to protect the Secured Party's interests in the Collateral and shall not impose any duty upon the Secured Party to exercise any such powers.

SECTION 10. MISCELLANEOUS.

(a) Term. This Agreement shall terminate upon the full and final indefeasible payment in cash of the Obligations to the Secured Party.

(b) Waiver of Notice and Claims. The Debtor hereby waives, to the fullest extent permitted by applicable laws, notice of judicial hearing in connection with the Secured Party's taking possession or the Secured Party's disposition of the Collateral or any part thereof, including any and all prior notice and hearing for any prejudgment remedy or remedies and any such right which the Debtor would otherwise have under law, and the Debtor hereby further waives, to the fullest extent permitted by applicable law: (i) all damages occasioned by such taking of possession, (ii) all other requirements as to the time, place and terms of sale or other requirements with respect to the enforcement of the Secured Party's rights hereunder, (iii) all rights of redemption, appraisal, valuation, stay, extension or moratorium now or hereafter in force under any applicable law and (iv) any claims against the Secured Party arising out of the exercise by the Secured Party of any of its rights hereunder, including by reason of the fact that the price at which the Collateral or any part thereof may have been sold, assigned or licensed at such a private sale was less than the price which might have been obtained at a public sale. The Secured Party shall not be liable for any incorrect or improper payment made pursuant to Section 8 in the absence of gross negligence or willful misconduct on the part of the Secured Party. Any sale of, or the grant of options to purchase, or any other realization upon, any Collateral shall operate to divest all right, title, interest, claim and demand, either at law or in equity, of the Debtor therein and thereto, and shall be a perpetual bar both at law and in equity against the Debtor and against any and all Persons claiming or attempting to claim the Collateral so sold, optioned or realized upon, or any part thereof, from, through or under the Debtor.

(c) No Waiver; Cumulative Remedies. No failure on the part of the Secured Party to exercise, no course of dealing with respect to, and no delay on the part of the Secured Party in exercising, any right, power or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any such right, power, privilege or remedy hereunder preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy; nor shall the Secured Party be required to (i) demand upon, or pursue or exhaust any of their rights or remedies against, the Debtor, any other obligor, guarantor, pledgor or any other Person with respect to the payment of the Obligations or to pursue or exhaust any of their rights or remedies with respect to any Collateral therefor or any direct or indirect guarantee thereof, (ii) look first to, enforce or exhaust any other security, collateral or guaranties, (iii) marshal the Collateral or any guarantee of the Obligations, or (iv) effect a public sale of any Collateral. All rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by Law or otherwise available.

(d) Parties Bound. This Agreement shall be binding on the Debtor and its successors and assigns and shall inure to the benefit of the Secured Party and its successors and assigns; provided, none of the Debtor's rights, duties or obligations hereunder nor any interest of the Debtor herein may be assigned or delegated without the prior written consent of the Secured Party, and any attempted assignment or transfer by the Debtor without such consent shall be null and void.

(e) Notice. Any notice or communication required or permitted under this Agreement must be given as prescribed in Article X of the Funding Agreement.

(f) Amendments. No amendment, modification, supplement, termination or waiver of or to any provision hereof, nor consent to any departure therefrom by any party hereto,

shall be effective unless the same shall be made in accordance with the terms of the Funding Agreement.

(g) Counterparts; Effectiveness. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission or other electronic image scan transmission (e.g., "PDF" or "tif" via email) shall be as effective as delivery of a manually signed counterpart of this Agreement. This Agreement shall become effective upon the execution of a counterpart hereof by each of the parties hereto and receipt by the Debtor and the Secured Party of written or telephonic notification of such execution and authorization of delivery thereof.

(h) Applicable Law; Consent to Jurisdiction; Waiver of Jury Trial.

(i) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO CONFLICT OF LAWS PRINCIPLES (OTHER THAN SECTIONS 5-1401 AND 5-1402 OF THE NEW YORK GENERAL OBLIGATIONS LAW) THEREOF.

(ii) EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY AGREES THAT IT WILL NOT COMMENCE ANY ACTION, LITIGATION OR PROCEEDING OF ANY KIND OR DESCRIPTION, WHETHER IN LAW OR EQUITY, WHETHER IN CONTRACT OR IN TORT OR OTHERWISE, AGAINST ANY OTHER PARTY HERETO OR ANY RELATED PARTY OF ANY PARTY HERETO IN ANY WAY RELATING TO THIS AGREEMENT OR THE TRANSACTIONS OR OTHER SUBJECT MATTER CONTEMPLATED HEREBY, IN ANY FORUM OTHER THAN THE COURTS OF THE STATE OF NEW YORK SITTING IN NEW YORK COUNTY AND OF THE UNITED STATES DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, AND EACH OF THE PARTIES HERETO IRREVOCABLY AND UNCONDITIONALLY SUBMITS TO THE EXCLUSIVE JURISDICTION OF SUCH COURTS AND AGREES THAT ALL CLAIMS IN RESPECT OF ANY SUCH ACTION, LITIGATION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE COURT OR, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN SUCH FEDERAL COURT. BY EXECUTING AND DELIVERING THIS AGREEMENT, EACH PARTY HERETO, FOR ITSELF AND IN CONNECTION WITH ITS PROPERTIES, IRREVOCABLY (i) ACCEPTS GENERALLY AND UNCONDITIONALLY THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURTS; (ii) WAIVES ANY DEFENSE OF FORUM NON CONVENIENS; (iii) AGREES THAT SERVICE OF ALL PROCESS IN ANY SUCH PROCEEDING IN ANY SUCH COURT MAY BE MADE BY REGISTERED OR CERTIFIED MAIL, RETURN RECEIPT REQUESTED, TO THE APPLICABLE PARTY AT ITS ADDRESS PROVIDED IN ACCORDANCE WITH SECTION 10(e) ABOVE IS SUFFICIENT TO CONFER PERSONAL JURISDICTION OVER EACH PARTY HERETO, AS APPLICABLE, IN ANY SUCH PROCEEDING IN ANY SUCH COURT, AND OTHERWISE

CONSTITUTES EFFECTIVE AND BINDING SERVICE IN EVERY RESPECT; AND (iv) AGREES THAT THE LENDER RETAINS THE RIGHT TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR TO BRING PROCEEDINGS AGAINST ANY OTHER PARTY, AS APPLICABLE, IN THE COURTS OF ANY OTHER JURISDICTION.

(iii) EACH PARTY HERETO HEREBY AGREES TO WAIVE ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING HEREUNDER OR ANY DEALINGS BETWEEN IT RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THE SCOPE OF THIS WAIVER IS INTENDED TO BE ALL-ENCOMPASSING OF ANY AND ALL DISPUTES THAT MAY BE FILED IN ANY COURT AND THAT RELATE TO THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW AND STATUTORY CLAIMS. EACH PARTY HERETO ACKNOWLEDGES THAT THIS WAIVER IS A MATERIAL INDUCEMENT TO ENTER INTO A BUSINESS RELATIONSHIP, THAT IT HAS ALREADY RELIED ON THIS WAIVER IN ENTERING INTO THIS AGREEMENT, AND THAT IT WILL CONTINUE TO RELY ON THIS WAIVER IN ITS RELATED FUTURE DEALINGS. EACH PARTY HERETO FURTHER WARRANTS AND REPRESENTS THAT IT HAS REVIEWED THIS WAIVER WITH ITS LEGAL COUNSEL AND THAT IT KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. THIS WAIVER IS IRREVOCABLE, MEANING THAT IT MAY NOT BE MODIFIED EITHER ORALLY OR IN WRITING (OTHER THAN BY A MUTUAL WRITTEN WAIVER SPECIFICALLY REFERRING TO THIS SECTION 10(h)(iii) AND EXECUTED BY EACH OF THE PARTIES HERETO), AND THIS WAIVER SHALL APPLY TO ANY SUBSEQUENT AMENDMENTS, RENEWALS, SUPPLEMENTS OR MODIFICATIONS HERETO OR TO ANY OTHER DOCUMENTS OR AGREEMENTS RELATING TO THE SUBJECT MATTER HEREOF. IN THE EVENT OF LITIGATION, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.

(i) Exercise of Rights. Each right and remedy of the Secured Party pursuant to this Agreement may be exercised only to the extent that the exercise thereof does not, and would not require the Debtor to, violate any applicable law or Disciplinary Rule, including any such law or Disciplinary Rule relating to attorney-client privilege or the unauthorized practice of law.

(j) Severability. In case any provision or obligation hereunder shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(k) Prior Agreements. This Agreement and that certain Non-Disclosure and Common Interest Agreement dated May 6, 2017 (the "NDA") together with the Funding Agreement contains the entire agreement of the parties hereto in respect of subject matter hereof, and all prior agreements among or between the parties hereto in respect of the subject matter hereof, whether oral or written (other than the NDA (not including Section 6 therein)), are superseded by the terms of this Agreement and the Funding Agreement.

(l) Headings. Section headings herein are included herein for convenience of reference only and shall not constitute a part hereof for any other purpose or be given any substantive effect.

(m) Equal Preparation. The parties hereto agree that each party has participated equally in the negotiation and preparation of this Agreement and that the rule of law that ambiguities contained in a contract shall be construed against the drafter thereof shall not be applied to this Agreement or the interpretation of any term or provision hereof.

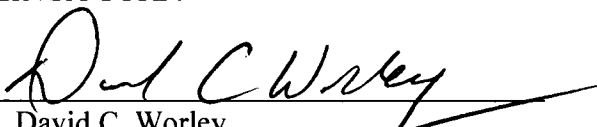
(n) Interpretation. Any of the terms defined herein may, unless the context otherwise requires, be used in the singular or the plural, depending on the reference. References herein to any Section, Appendix, Schedule or Exhibit shall be to a Section, an Appendix, a Schedule or an Exhibit, as the case may be, hereof unless otherwise specifically provided. The use herein of the word "include" or "including," when following any general statement, term or matter, shall not be construed to limit such statement, term or matter to the specific items or matters set forth immediately following such word or to similar items or matters, whether or not no limiting language (such as "without limitation" or "but not limited to" or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that fall within the broadest possible scope of such general statement, term or matter. The words "hereof", "herein", "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement. Unless the context requires otherwise or as otherwise specified in the Funding Agreement, (a) reference to any Person includes that Person's successors and assignees, (b) any definition of or reference to the Funding Agreement, agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise modified (subject to any restrictions on such amendments, supplements, or modifications set forth herein or therein), and (c) any reference to any law or regulation herein shall refer to such law or regulation as amended, modified or supplemented from time to time.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

DEBTOR:

KEWAZINGA CORP.

By: 
Name: David C. Worley
Title: Chairman

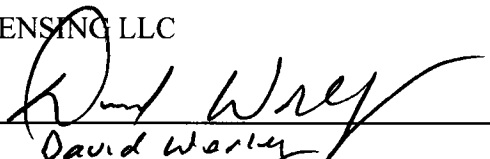
SECURED PARTY:

WOOSTER FUNDING I, LLC

By: _____
Name: Wayne Cohen
Title: President and Chief Operating Officer

**Acknowledged and agreed to Section 2,
Section 6(c) and Section 9 herein:**

K LICENSING LLC

By: 
Name: David Worley
Title: Authorized Signatory

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the date first written above.

DEBTOR:

KEWAZINGA CORP.

By: _____
Name: David C. Worley
Title: Chairman

SECURED PARTY:

WOOSTER FUNDING I, LLC

By: Wayne Cohen
Name: Wayne Cohen
Title: President and Chief Operating Officer

**Acknowledged and agreed to Section 2,
Section 6(c) and Section 9 herein:**

K LICENSING LLC

By: _____
Name:
Title: